

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AGUSTIN MORALES CAMPOS, AGUSTIN ROSALES SALAZAR, DAMIAN GARCIA ROMANO, JOSE CAMPOS, JOSE TRINIDAD CAMPOS, SANTIAGO CAMPOS PERAL, and SILVESTRE BASURTO MONTIEL, *individually and on behalf of others similarly situated*,

Plaintiffs,

-against-

UP THAI CORP. (D/B/A TUNG THONG 181),
and JIRAPAT PUTTANAWONG,

Defendants.

19-cv-04730 (DCF)

**SETTLEMENT AGREEMENT
AND
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiffs Agustin Morales Campos, Agustin Rosales Salazar, Damian Garcia Romano, Jose Campos, Santiago Campos Peral, and Silvestre Basurto Montiel ("Plaintiffs") on the one hand, and Jirapat Puttanawong, ("Defendant"), on the other hand.

WHEREAS, Plaintiffs allege that they worked for Defendant as employees; and

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, Civil Action No: 19-cv-04730-DCF (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendant denies any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises ~~herein~~ contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendant shall pay or cause to be paid to Plaintiffs and their counsel, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of any and all claims or potential claims Plaintiffs may have against Defendant through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiffs, the gross sum of Ninety-Seven Thousand Nine Hundred Ninety Dollars and Zero Cents (\$97,990.00) (the

"Settlement Amount") as follows.

- (a) **Installment One:** A check in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) made payable to "CSM Legal, P.C., as Attorneys for Plaintiffs", for immediate deposit Thirty Days (30) after court approval of the settlement agreement, delivered to Plaintiffs' counsel. Determination of the Plaintiffs' share, counsel fees, and costs, is the responsibility solely of the Plaintiffs and their counsel.
- (b) **Installments Two through Twelve:** A check in the amount of Seven Thousand Ninety Dollars and Zero Cents (\$7,090.00) made payable to "CSM Legal, P.C., as Attorneys for Plaintiffs" to be deposited on the first business day after thirty (30) days from the date of the prior installment and delivered to Plaintiffs' counsel. Determination of the Plaintiffs' share, counsel fees, and costs, is the responsibility solely of the Plaintiffs and their counsel. Further, these payments will be paid retroactive to the date of this agreement.

Concurrently with the execution of this Agreement, Defendant shall execute and deliver to Plaintiffs' counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto as Exhibits respectively. The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiffs' counsel, and will not be entered and/or filed at any time other than (i) in the event that Defendant fails to make any of the installment payments as set forth above, i.e., one of the postdated checks fails to clear Plaintiffs' counsel's escrow account, or Defendant fails to deliver the payments to Plaintiffs' counsel within five days of the Court approving the Agreement, and (ii) Defendant fails to cure such default within ten (10) business days of receipt of written notice (to be delivered to Defendant by first class mail via her counsel, Bingchen Li , Esq., at 39-07 Prince Street , Flushing, NY 11354, with a copy to eric.li@ncny-law.com. Notwithstanding anything contrary contained herein this agreement, any such Notice of Default shall be deemed received five (5) days after it is mailed.

2. **Release and Covenant Not To Sue:** Plaintiffs hereby irrevocably and unconditionally release from and forever discharge and covenant not to sue Defendant, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which each Plaintiffs at any time has, had, claims or claimed to have against Defendant relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement.

3. **No Admission of Wrongdoing:** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. **Modification of the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiffs and Defendant.

5. **Acknowledgments:** Plaintiffs and Defendant acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements,

representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. **Notices:** Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiffs:

Jarret T. Bodo, Esq.
CSM LEGAL, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: jarret@csm-legal.com

To Defendant:

Bingchen Li, Esq.
LAW OFFICE OF Z. TAN PLLC
39-07 Prince Street
Flushing, NY 11354
Tel: (212) 593-6188
Email: eric.li@ncny-law.com

7. **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in the County of New York in any subsequent proceeding to enforce this Agreement.

8. **Enforceability:** If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. **Release Notification:** Defendant advised Plaintiffs to discuss the terms of this Agreement and release of claims with their legal counsel and Plaintiffs acknowledge that they have consulted with Jarret T. Bodo, Esq. of CSM Legal, P.C., Plaintiffs acknowledge that it is their choice to waive any potential claims in return for the benefits set forth herein and that each of them made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiffs confirm that this

Settlement Agreement and Release has been translated to them in Spanish and that they understand the terms of this Agreement and that they are signing this Agreement voluntarily.

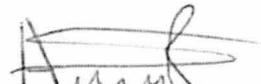
10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

EXHIBIT A

PLAINTIFFS:

By: 
AGUSTIN MORALES CAMPOS

Date: 3/7/23

By: 
AGUSTIN ROSALES SALAZAR

Date: 3/17/23

By: 
DAMIAN GARCIA ROMANO

Date: opt 3/09/23

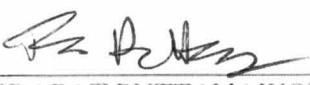
By: 
SANTIAGO CAMPOS PERAL

Date: 3/8/23

By: 
SILVESTRE BASURTO MONTIEL

Date: 3/17/23

DEFENDANT:

By: 
JIRAPAT PUTTANAWONG

JAMES LAM
Notary Public, State of New York
No. 01LA6201676
Qualified in Queens County
Commission Expires Dec. 09, 2025



Date: 3/29/23

PLAINTIFFS:

By: 
JOSE CAMPOS

Date: _____

By: 
AGUSTIN MORALES CAMPOS

Date: _____

By: 
AGUSTIN ROSALES SALAZAR

Date: _____

By: 
DAMIAN GARCIA ROMANO

Date: _____

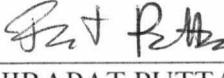
By: 
SANTIAGO CAMPOS PERAL

Date: _____

By: 
SILVESTRE BASURTO MONTIEL

Date: _____

DEFENDANT:

By: 
JIRAPAT PUTTANAWONG

Date: _____

SUPREME COURT OF THE STATE OF NEW YORK

-----x
AGUSTIN MORALES CAMPOS, AGUSTIN :
ROSALES SALAZAR, DAMIAN GARCIA :
ROMANO, JOSE CAMPOS, JOSE TRINIDAD :
CAMPOS, MIGUEL ANGEL LEYVA GALICIA, :
SANTIAGO CAMPOS PERAL, and SILVESTRE :
BASURTO MONTIEL, *individually and on behalf* :
of others similarly situated, :

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT

Plaintiffs, :

-against- :

UP THAI CORP. (D/B/A TUNG THONG 181), :
and JIRAPAT PUTTANAWONG, :

Defendants.

-----x
STATE OF NEW YORK)
COUNTY OF)

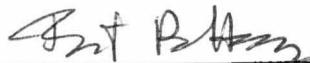
1. I reside in _____ County.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Agustin Morales Campos, Agustin Rosales Salazar, Damian Garcia Romano, Miguel Angel Leyva Galicia, Santiago Campos Peral, and Silvestre Basurto Montiel (each a "Plaintiff" and collectively, "Plaintiffs") and Jirapat Puttanawong ("Defendant"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me individually and in favor of Plaintiffs for the sum of Ninety-Seven Thousand Nine Hundred Ninety Dollars and Zero Cents (\$97,990.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendant is to submit a total sum of \$97,990.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$97,990.00.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendant, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendant's breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$97,990.00 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against me, Jirapat Puttanawong.



JIRAPAT PUTTANAWONG

Sworn to before me this
21 day of March 2023

Notary Public

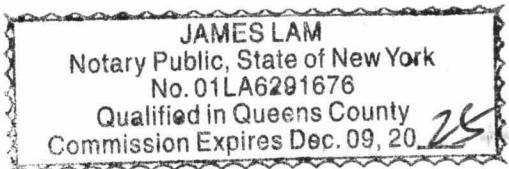


EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AGUSTIN MORALES CAMPOS, AGUSTIN
ROSALES SALAZAR, DAMIAN GARCIA
ROMANO, JOSE CAMPOS, JOSE TRINIDAD
CAMPOS, SANTIAGO CAMPOS PERAL, and
SILVESTRE BASURTO MONTIEL, *individually and
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Plaintiffs,

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UP THAI CORP. (D/B/A TUNG THONG 181), and
JIRAPAT PUTTANAWONG,

Defendants.

1:19-CV-04730-DCF

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED and agreed, by and between the undersigned attorneys for the parties, that the Complaint and any and all claims that were or could have been asserted in this action against Defendant Jirapat Puttanawong, are hereby dismissed in their entirety, with prejudice, and with each party to bear its own costs, expenses, disbursements, and attorneys' fees.

Date: New York, New York

_____, 2023

/s/ Bingchen Li

Bingchen Li, Esq.
LAW OFFICE OF Z. TAN PLLC
39-07 Prince Street
Flushing, NY 11354
Tel: 212-593-6188
Email: eric.li@ncny-law.com
Attorneys for Defendant

/s/ Jarret T Bodo

Jarret T. Bodo, Esq.
CSM LEGAL, P.C.
60 East 42nd St., Suite 2540
New York, NY 10165
Tel.: 212-317-1200
Fax: (212) 317-1620
Email: jarret@csm-legal.com
Attorneys for Plaintiffs